tract, but claimed that the services rendered were within the class of necessaries. *Held,* that the husband is not liable. *Meaher* v. *Mitchell,* (Me. 1914) 92 Atl. 492.

This case is one of first impression in this state. The question, whether legal services rendered to a wife in a divorce suit are necessaries for which the husband is liable, has been passed upon in several states, but the authorities are not in harmony. Such services have been held to be necessaries in several states and also in England. *Sprayberry* v. *Merk,* 30 Ga. 81; *McCurley* v. *Stockbridge,* 62 Md. 422; *Attoway* v. *Hamilton,* L. R. 3 C. P. D. 393; *Peck* v. *Marling,* 22 W. Va. 708. It is immaterial whether the wife was plaintiff or defendant in the divorce suit, the attorney's recovery is subject to the single requirement that he acted in good faith. *Dodd* v. *Hein,* 26 Tex. Civ. App. 164; *Preston* v. *Johnson,* 65 Ia. 285. The weight of authority denies the attorney the right to recover for such services in an independent action against the husband. Some courts that take this view proceed upon the principle that such services cannot be classed as necessaries. *Shelton* v. *Pendleton,* 18 Conn. 417; *Dow* v. *Eyster,* 79 Ill. 254; *Morrison* v. *Holt,* 42 N. H. 478. Since the modern view is to class as necessaries whatever is necessary for a wife's happiness, comfort and enjoyment of life, considering her station in life, (*Rayners* v. *Bennett,* 114 Mass. 424), it would seem to be proper to class legal services rendered in a divorce suit as such. Medical attendance is generally so classed. *Beveer* v. *Galloway,* 71 Ill. 517. To a woman the protection of her good name, when it is attacked by a divorce suit brought against her, may seem as important as the protection of her health. *Gosset.* v. *Patten,* 23 Kan. 340. In other cases, as in the principal case, the rule rests upon the ground that the divorce court has power to make a proper allowance for counsel fees. *Zent* v. *Sullivan,* 47 Wash. 315; *Clarke* v. *Burke,* 65 Wis. 359; *Westcott* v. *Hinckley,* 56 N. J. L. 343. The court in the principal case admits that legal services rendered in behalf of the wife in a divorce suit could properly be classed as necessaries, but it adopts the latter rule because it thinks "it best protects the rights of all the parties, and is in accord with sound public policy."

INJUNCTION—PICKETING.—Plaintiff's former employees and other members of the Molder's Union, having engaged in a general strike, sought to compel plaintiff to accede to their demands, by "picketing" the works for the purpose of interfering with non-union men employed, or seeking employment therein, by the use of threats, promises, persuasion and insulting language. Plaintiff brought a bill to enjoin same. *Held,* that peaceful persuasion to induce an employee to breach a contract of service, and any system of picketing, or even peaceful persuasion of others not to enter employment, or to induce them to quit, should be enjoined, where the intention and effect was to prevent lawful operation of a lawful business. *Hardie-Tynes Mfg. Co.* v. *Cruse,* (Ala. 1914), 66 So. 657.

The decision is based primarily upon the statutes of the state, making it a misdemeanor to do either of the acts complained of, but the court indicate that the absence of the same would not alter the case. It has long been

settled that interference with labor contracts by inducing laborers to break their contracts of employment will be restrained. *Enterprize Foundry Co.* v. *Iron Moulders Union,* 149 Mich. 31; *O'Neil* v. *Behanna,* 182 Pa. 238; *Coal Co.* v. *South Wales Miner's Federation* [1903] 2 K. B. 545; *Employing Printers Club* v. *Dr. Blosser Co.,* 122 Ga. 509; *Knudsen* v. *Benn,* 123 Fed. 636; *Jersey City Printing Co.* v. *Cassidy,* 63 N. J. Eq. 759. Whether peaceful picketing, for purposes of persuasion and argument, to induce employees to leave the service of an employer, or to refrain from seeking employment, in the absence of a contract of service, will be restrained is a question upon which the courts are not in harmony. If the picketing is accompanied with threats, violence, or insulting language which in any way tends to coerce or intimidate, it will be enjoined. *Southern Ry. Co.* v. *Machinist's Union,* 111 Fed. 49; *Union P. R. Co.* v. *Ruef,* 120 Fed. 124; *Christensen* v. *Kellogg Swithchboard Co.,* 110 Ill. App. 61; *Underhill* v. *Murphy,* 117 Ky. 640; *Standard Tube Co.,* 7 Ohio N. P. 87; *Jones* v. *Maher,* 116 N. Y. Supp. 180; *Baltic Mining Co.* v. *Houghton Circuit Judge,* 177 Mich. 632; *Cumberland Glass Mfg. Co.* v. *Glass Bottle Blower's Ass'n,* 59 N. J. Eq. 49. There are some cases holding that all picketing will be enjoined, and this would seem to be the tendency of the more recent decisions. In the leading case of *Vegelahn* v. *Guntner,* 167 Mass. 92, ALLEN, J., says in support of the rule, "Intimidation is not limited to threats of violence or of physical injury to person or property. It has a broader signification, and there also may be a moral intimidation which is illegal. Patrolling or picketing under some circumstances has elements of intimidation." So in *Atchison etc. R. Co.* v. *Gee,* 139 Fed. 582 it was said, "There is and can be no such thing as peaceful picketing, any more than there can be chaste vulgarity or peaceful mobbing, or lawful lynching. When men want to converse, or persuade, they do not organize a picket line." In accord with the above are *Pierce* v. *Stablemen's Union,* 156 Cal. 70; *A. R. Barnes* v. *Chicago Typographical Union,* 232 Ill. 424; *Franklin Union* v. *People,* 220 Ill. 535; *In Re Langell,* 178 Mich. 305, 144 N. W. 841; *Beck* v. *Teamsters Protective Union,* 118 Mich. 497. Persuasion too emphatic, or too persistent, may become a form of unlawful intimidation. *Otis Steel Co.* v. *Local Union,* 110 Fed. 698, as also may picketing in unreasonably large numbers, irrespective of any actual violence. *Pope Motor Car Co.* v. *Keegan,* 150 Fed. 148; *Goldfield Consol. Mines Co.* v. *Goldfield Miner's Union,* 159 Fed. 500. See further 4 MICH. L. REV. 406 and 10 MICH. L. REV. 68.

INSURANCE—VOLUNTARY EXPOSURE TO UNNECESSARY DANGER.—Defendant company insured plaintiff's husband under a policy providing for payment of $2,000 for death by accident, subject to the condition that the insurer did not assume liability where the accident resulted from "voluntary exposure to unnecessary danger." The insured came to his death in a fight with X; the evidence tended to show that the insured began the fight by striking X, but that the latter then took the offensive and killed the insured. Defendant denied liability on the ground that death was due to a voluntary exposure to unnecessary danger. *Held,* the evidence was competent and sufficient to establish that the death of the insured was not due to a "voluntary exposure."